# **BLANKET PURCHASE ORDER**

STATE OF MARYLAND

**BPO NO:** 001B5400247

**PRINT DATE:** 01/14/15

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 

1202182776

FULL-BRITE CLEANING SERVICES INV

PO BOX 10325

GAITHERSBURG, MD

(301 ) 987-1503

ITB: 001IT819705

20898

**POST DATE:** 01/13/15

**EXPR DATE:** 02/01/18 | **DISCOUNT TERMS:** . CONTRACT AMOUNT:

REFER QUESTIONS TO:

TONIA.WELLS@DGS.STATE.MD.US

TONIA WELLS (410 ) 767-4720

NET 30 DAY

220,946.40

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 15 33531 0813 \$30,637.00

H00 16 33531 0813 \$73,648.80

H00 17 33531 0813 \$73,648.80

H00 18 33531 0813 \$43,011.80

PLEASE RETAIN SECTIONS A, B AND C FOR FUTURE REFERENCE.

LINE #	STATE ITEM ID	<u>U/M</u>	<b>UNIT COST</b>	
0001	91039	EA	220,946.4000	

JANITORIAL/CUSTODIAL SERVICES TO PROVIDE JANITORIAL SERVICE AT THE GEORGE M. TAYLOR DC/MSC, 7500 RITCHIE HIGHWAY, GLEN BURNIE, MD 21061, FOR THREE (3) YEARS BEGINNING FEBRUARY 1, 2015 THROUGH JANUARY 31, 2018, WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

MONTHLY BILLING RATE: \$5887.40

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## **BLANKET PURCHASE ORDER** STATE OF MARYLAND

**BPO NO:** 001B5400247

**PRINT DATE:** 01/14/15

PAGE: 02

LINE #

STATE ITEM ID

U/M

**UNIT COST** 

HOURLY RATE FOR SUPERVISOR-\$18.00; HOURLY RATE FOR JANITOR-\$24.00

0002 91039

EA

JANITORIAL/CUSTODIAL SERVICES CLEAN AND SHAMPOO CARPETING

ADD ALTERNATE #A-1 - 21.17 CLEAN AND SHAMPOO ALL CARPETED AREAS OF THE BUILDING TWICE PER YEAR PER SECTION C- SPECIFICATIONS

\$600.00 EACH

0003 91039

EA

JANITORIAL/CUSTODIAL SERVICES CLEAN ALL INTERIOR AND EXTERIOR WINDOWS AND GLASS

ADD ALTERNATE # A-2 - 21.18 CLEAN ALL INTERIOR AND EXTERIOR WINDOWS AND GLASS TWICE PER YEAR, THROUGHOUT THE INTERIOR AND EXTERIOR OF THE BUILDING PER SECTION C - SPECIFICATIONS.

\$500.00 EACH

0004 91039

EA

JANITORIAL/CUSTODIAL SERVICES CLEAN ALL LIGHTING FIXTURES

ADD ALTERNATE # A-3 -21.19 CLEAN ALL LIGHTING FIXTURES ONCE PER YEAR PER SECTION C - SPECIFICATIONS.

\$500.00 EACH

0005

91039

EA

JANITORIAL/CUSTODIAL SERVICES CLEAN ALL VENETIAN BLINDS

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# BLANKET PURCHASE ORDER STATE OF MARYLAND

BPO NO:	**************************************	** STATE OF MAR PRINT D	YLAND ************************************	****** <b>PAGE</b> :	03
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\$300.00	EACH				
		END OF IT	EM LIST		
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STATE YO	UR FEDERAL TAX IDEN	TIFICATION #	1202182776_		
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	LICENSE NUMBER	DAT	E OF EXPIRATION	č.	
IF YOU A	RE A DEPARTMENT OF , PLEASE PROVIDE YO	TRANSPORTATION UR CERTIFICATIO	CERTIFIED MINORIT	Y	
MDO	OT'S MBE CERTIFICAT	ION NUMBER			
	**	***** LAST PAG	E ******		
UTHORIZE	ED BY: Mil	me Palik	DAT	E: 1/14/1	5

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

## SECTION C - SPECIFICATIONS JANITORIAL SERVICES AT

## The Department of General Services George M. Taylor District Court/Multi-Service Center Solicitation #001IT819705 / MDDGS31017387

# This is a Small Business Reserve (SBR) Solicitation ONLY with a 5% Minority Business Enterprise (MBE) Goal

Solicitation#:

MDDGS31017387

ITB#:

001IT819705

MBE Goal:

5%

PROJECT TITLE:

Janitorial Services Contract for the George M. Taylor District

**Court/Multi-Service Center** 

TYPE OF WORK:

Daily, weekly, monthly, semi-annual, and annual cleaning of

the facilities at the George M. Taylor District Court/Multi-

Service Center.

LOCATION OF WORK

George M. Taylor District Court/Multi-Service Center

7500 Ritchie Highway

Glen Burnie, Maryland 21061

## 1. GENERAL INFORMATION:

The specifications pertain to janitorial services for the George M. Taylor District Court/Multi-Service Center which is managed under the authority of the Department of General Services, an agency of the State of Maryland.

George M. Taylor District Court/Multi-Service Center is requesting bids for janitorial services as specified herein Section C- Detailed Specifications.

A. This ITB has been issued by:

Tonia Wells, Procurement Officer Maryland Department of General Services

Email – Toniav. Wells@maryland.gov

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

B. This ITB is to be read and construed as a whole.

- C. Prospective Bidders who have received this document from a source other than eMaryland Marketplace www.emaryland.buyspeed.com or from the Procurement Officer should immediately register on eMaryland Marketplace so that any changes or additional materials related to this ITB can be sent to them.
- D. Bidders agree to fully comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. Bidders shall not change or alter any Attachment or alter any State attachments or the Bid will be rejected.
- E. Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.
- F. In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace. PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB. DGS is not responsible for notifying Bidders of amendments to this ITB other than by posting amendments on eMaryland Marketplace.
- G. Small and Minority Business Enterprises are encouraged to respond to this solicitation.

## H. MODIFICATIONS

This contract may not be modified, altered or amended in any manner without prior approval of the Procurement Officer.

## I. ADDENDA TO THE ITB

If it becomes necessary to revise any part of this ITB addenda will be published on eMM.

#### J. CANCELLATION OF THE ITB

The State may cancel this ITB, in whole or in part, at any time before the opening of the bids.

## K. INCURRED EXPENSES

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a bid.

Awardee or Prime Contractor in the prescribed limits (no less than two (2) weeks following official notice of award). It is incumbent upon the Prime Contractor to schedule their MBE Kickoff Meeting with all parties to include:

The Office of Business Programs at (410) 767-4165 or contact Mr. Malik Rahman via email at <a href="mailto:malk.rahman@maryland.gov">maryland.gov</a>

The Agency Representative at (410)-421-8383 or contact Mr. Anthony Rhodes via email at <a href="mailto:anthony.rhodes@maryland.gov">anthony.rhodes@maryland.gov</a>.

The Procurement Officer at (410) 767-4720 or contact Ms. Tonia Wells via email at <u>toniav.wells@maryland.gov</u>.

## 6. WORK EXCLUDED FROM THIS CONTRACT:

All mechanical rooms, electrical rooms, any areas used exclusively for building maintenance and any garage areas are excluded from this contract.

## 7. HOURS WHEN WORK MAY BE PERFORMED:

Work shall be performed Monday through Friday during the hours of 5:00 p.m. and 9:00 p.m., with the exception of State Holidays, to perform all daily tasks. Weekly, quarterly, semi-annual, and annual janitorial tasks may also be performed daily between those hours Monday through Friday, or on State Holidays and weekends, with prior approval of the Building Manager.

## 8. **DAYTIME PORTER:**

- 8.1 Contractor shall provide one (1) daytime porter to work from 10:00 am to 3:00 pm Monday through Friday except State holidays, to perform janitorial tasks that would help with the upkeep of some areas such as lobby floors, executive offices, window ledges, restrooms and any other task that maybe accomplished during daytime hours.
- 8.2 The Contractor shall notify the Building Supervisor or his/her designee any time the Day Porter will not be reporting for duty during the hours defined above do to illness, vacation or any other reason scheduled or unscheduled.
- 8.3 The Contractor shall provide a replacement Day Porter during such absences that are familiar with the facility and the requirements of the contract pertaining to the Day Porter's responsibilities. If absences are unscheduled the Contractor shall provide an adequate replacement Day Porter as described above, within one (1) hour of the regular start time. The replacement Day Porter must be familiar with the contract specifications and must be able to perform all tasks as required.
- 8.4 Failure of the Contractor to provide an adequate replacement of the Day Porter as described above, shall be considered as a breach of contract and shall be cause to

consider the Contractor in default.

## 9. HOLIDAY SCHEDULE:

Service will not be required on the following holidays:

New Year's Day

Veteran's Day

Martin Luther King Day

**Gubernatorial Election** 

Memorial Day

Thanksgiving Day

Independence Day

Day after Thanksgiving Day

Labor Day

Christmas Day

Columbus Day

And all other additional days authorized by the Governor.

## 10. EMERGENCY CONDITIONS:

Should an emergency condition requiring immediate attention exist, (such as flooding of a particular section of the building), the Contractor shall divert his/her force or whatever part thereof as directed by the Building Manager as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work which otherwise would have been performed during the interval, has been neglected.

## 11. SNOW DAYS:

Whenever State employees are excused early as the result of heavy snow accumulation and hazardous driving conditions, the Contractor shall divert his/her force or whatever part thereof as directed by the Building Manager as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work which otherwise should have been performed during the interval has been neglected.

## 12. ON-SITE SUPERVISOR:

- 12.1 The successful Contractor shall provide for an on-site supervisor who will represent the Contractor in all matters concerning this contract. The on-site supervisor shall be able to read, write and speak proficiently in English.
- 12.2 The on-site supervisor shall be present at any time the janitors are performing work on Monday through Sundays including holidays.
- 12.3 The on-site supervisor shall make himself/herself available to the Building

Manager, or his designee, between the hours of 4:00 p.m. and 4:30 p.m. for the purpose of obtaining instructions or becoming informed about deficiencies in the janitorial work, or any other reason that the Building Manager, or his designee, should wish to confer with the on-site supervisor.

- 12.4 Failure of the on-site supervisor to be present at any time janitorial work is performed under this contract will result in reductions from payment to the Contractor equal to the hours the supervisor was not present multiplied by the hourly rate supplied by the Contractor for extra work required beyond the scope of the contract as specified in Section C, Paragraph 22.
- 12.5 The Contractor will provide the on-site supervisor with a copy of these Detailed Specifications and the appropriate schedules and standards.
- 12.6 The on-site supervisor is responsible for presenting to the Building Manager a schedule of dates and times when the add alternates if awarded will be accomplished. This schedule is to be presented no later than thirty (30) calendar days following the first day of service under this Contract.
- 12.7 Failure of the on-site supervisor to provide the Building Services Manager with the schedule of semi-annual and annual cleaning tasks within 30 calendar days of the start of this contract shall result in reductions from payment to the contractor at the rate of .0001 of the annual contract price for each day over 30 that the schedule has not been presented.
- 12.8 The on-site supervisor is accountable for the behavior of all of the Contractor's personnel assigned to this contract.

## 13. **CONDUCT OF JANITORS:**

- 13.1 Employees of the Contractor, while performing work under this contract, will not:
  - a. remove any State or personal property, equipment, monies, forms, or any other item from the building;
  - b. engage in loud or boisterous behavior;
  - c. play radios or tape players;
  - d. be under the influence of alcohol or drugs;
  - e. gamble;
  - f. turn on or off or use any equipment other than the Contractor's equipment;

- g. use any State telephone except a telephone designated by the building management for the purpose of business under this contract; the Contractor shall reimburse the State for any costs for misuse of telephones;
- h. open any desk, file cabinet or storage cabinet;
- consume any food or beverage other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management;
- j. engage in horseplay;
- k. remove any article from desks;
- l. sleep;
- m. engage in long conversations with security guards, visitors or other individuals;
- n. take photographs of the building or its contents;
- o. remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash;
- p. use any tobacco substitute products in any form;
- q. engage in any activity which is not in the best interest of the State or is otherwise detrimental to the performance of this contract.
- 13.2 Should the State find any janitor undesirable under this contract, the State shall immediately notify the Contractor's representative verbally, followed by a written notification to the Contractor that the particular janitor is undesirable. The Contractor shall be responsible for the conduct of that janitor and liable for any action or inaction of that janitor while performing work under this contract.

## 14. SECURITY AND REGISTRATION OF CONTRACTOR'S EMPLOYEES:

14.1 The Contractor's employees are required to be registered with the Superintendent's office prior to those employees performing services under this Contract. Registration will consist of the Contractor completing a 3" x 5" identification card for each of the employees assigned to this Contract. The 3" x 5" identification cards will be supplied by Contractor. No employees will be allowed to work without having his/her photo I.D. in his/her possession.

- 14.2 The 3" x 5" identification card will require the Contractor to provide the following employee information; name, address, telephone number, employee's signature and a 1 2" x 1 2" picture of the employee.
- 14.3 The employees will be cleared through a background investigation conducted by the District Court of Maryland through the Building Manager and/or his designee. This will also include all personnel who will need access to this facility for the sole purpose for completing all of the janitorial tasks.
- 14.4 Contractor shall be responsible for having a pool of employees that have already been cleared through a background investigation conducted by the District Court of Maryland for the sole purpose of any emergencies that may occur and/or replacement of janitorial personnel.

## 15. DAILY SIGN-IN AND SIGN-OUT OF CONTRACTOR'S EMPLOYEES:

All the Contractor's janitorial personnel must, upon arrival, each shift, sign and date the security log book, located at the security desk, first floor lobby. Upon completion of work, Contractors' personnel will sign out. Any Contractor's employee signing in/out for another employee will cause the State to exercise the right for immediate dismissal of all personnel involved.

## 16. <u>AUTHORIZATION FOR ACCESS TO RECORDS AND DOCUMENTATION:</u>

Upon award of this contract the Contractor and applicants (employees) of the Contractor that are to be assigned to this contract, shall present the following documentation to the Building Supervisor or his/her designee:

- 16.1 A signed "Authorization for Access to Records and Documentation" form, provided by the facility;
- 16.2 The applicants completed application;
- 16.3 A copy of certification of the applicant's education requirements;
- 16.4 Reference check of applicants past employers;
- 16.5 The applicants must pass the background check and meet the standards of the Department of General Services;
- 16.6 All applicants may be interviewed by the agency. Applicants will not be interviewed if all of the above information is not received prior to interview;
- 16.7 The Contractor shall be responsible to have a pool of at least two (2) additional employees that have been cleared through a background check investigation

- conducted by District Court of Maryland for the sole purpose of any emergencies that may occur, and/or replacement of janitorial personnel.
- 16.8 No applicant (employee) of the Contractor shall be allowed to work at the facility without having completed a background clearance through the DGS Police.

## 17. **BUILDING CLOSURE:**

Whenever State employees are excused early as the result of heavy snow accumulation or hazardous conditions, the Contractor must make every reasonable effort to provide janitorial services, particularly if the occurrence is on a Friday or is a day preceding a holiday. Work should be performed during the holiday or weekend so that the building shall be cleaned prior to office hours on the following working day. In the event the Contractor is not be able to provide serviced due to weather related emergency or a state closure, the Contractor must call the Regional Manager or the designee to notify of the failed attempt to get to the facility and perform the Contractor's regular duties. The Contractor shall not receive payment for any daily tasks not performed as a result of the building being closed, or a no show.

## 18. SUPPLIES FURNISHED BY STATE:

The State shall furnish all paper hand towels, toilet paper and hand soap only. These supplies shall be stocked in the janitorial closets by State personnel. Records of usage of these supplies will be maintained by the Contractor. The Contractor will be held accountable for any excessive usage of these supplies.

## 19. SERVICES TO BE SUPPLIED BY STATE:

- 19.1 The State will supply the Contractor with light, heat, power, hot and cold water for the cleaning of the building. (Note: Hot water temperature is regulated by the State's energy guidelines and cannot be increased above the current guideline temperature.)
- 19.2 The State will provide janitorial closets for housing of the Contractor's equipment and supplies. These closets will be supplied with locks to safeguard the Contractor's property. These closets must be maintained in clean, neat, and orderly condition by the Contractor. Keys to the janitorial closets will be the responsibility of the Contractor. Should the Contractor lose these or any other building keys, he shall be responsible for the cost of replacing, or re-keying, the locks so affected.
- 19.3 The State will supply large trash receptacles (dumpsters) for the final disposal of trash collected in the building. The contractor shall deposit all trash collected in the building in the receptacle provided and insure that all lids, doors or other openings to the receptacle are closed and latched.

## 20. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES:

#### 20.1 The Contractor shall:

- A. Furnish all supplies, materials, and equipment necessary for the performance of the work of this Contract unless otherwise specified herein. Fifteen (15) days prior to the starting date of the Contract, the Contractor must submit to the Building Manager, a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in performance of the work. The Contractor shall not use any material which the Building Manager determines would be unsuitable for the purpose, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or equipment.
- B. Furnish all necessary commercially rated cleaning equipment including power driven floor scrubbing machines, polishing machines, industrial type vacuum cleaners, etc., required for the performance of the work of this Contract. This equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Building Manager.
- C. The Contractor shall furnish all necessary commercially-rated cleaning equipment, including power driven floor scrubbing machines, polishing machines, industrial type HEPA vacuum cleaners, etc. Required for the performance of the work of this contract. This equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Building Supervisor or his/her designee
- D. Ensure that each piece of equipment delivered to the contract site for use under this Contract is serially numbered and appropriately identified with a plate affixed thereon. The Contractor must furnish the Building Manager with a listing of all the equipment delivered to the building with the corresponding serial numbers.
- E. On a schedule established by the Superintendent, an inventory is to be made of the equipment. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the award of the contract is the same. The Contractor shall accompany the designated State employee conducting the inventory. It is the responsibility of the Contractor to provide only those items approved at the beginning of the contract. Further, all equipment shall be operative at all times. Any inoperative equipment shall be repaired and/or replaced

within a 24-hour period.

- F. In conjunction with the Building Manager, an inventory will be done on all the materials and equipment on hand during the final month of the contract period and develop a listing of all materials and equipment which have been paid for by the State. Any materials remaining at the termination of the contract that have been paid for by the State will remain the property of the State.
- G. All janitorial and housekeeping supplies in support of this contract are to be Green Certified products purchased from Blind Industries and Services of Maryland (BISM) to the extent that they are listed and available as attached on the price list and product description. The Contractor shall anticipate a potential annual CPI increase, not to exceed 5% in these prices for each year of the contract term, including any options. Additional information may be obtained from BISM direct by calling Greg Kalifut at 410-737-2616. As this is a mandatory requirement, failure to comply will be considered a contract default. A copy of the contract will be provided to BISM for follow up. <a href="https://www.BISM.org">www.BISM.org</a>.

## 21. JANITORIAL TASKS:

The building must be cleaned at the frequency and to the standards detailed in these specifications. The Multi-Service Center Manager/Maintenance Supervisor shall determine whether the tasks have been performed, and, that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reduction in the contractor's monthly invoice as indicated in Section C, Paragraph 22. The contractor may appeal the Multi-Service Center Manager's determination in accordance with Section C, Paragraph 23. Disputes Arising From Reductions.

21.1 TASK: D-1

EMPTY TRASH CANS AND REMOVE TRASH

FREQUENCY:

DAILY

LOCATIONS:

FRONT EXTERIOR ENTRANCE LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, CONFERENCE ROOMS, COURT ROOMS, CORRIDORS, LOUNGES RESTROOMS, JUDGES CHAMBERS.

#### **STANDARDS:**

- 1. All trash from trash cans is removed to the dumpsters.
- All small loose trash is placed in large plastic bags and deposited in the trash carts. Large
  plastic bags are closed and tied and are free from holes which would allow trash, or
  liquids to escape.
- Dumpster doors are left closed and latched.

- 4. All emptied trash cans are to have liners that are free of soil and stains caused by liquids, coffee grounds, cigarette ashes, food, garbage, or any other substance which creates an odor or will adhere other trash to the side of the liner. All liners are to be minimum 4 mil thickness.
- 5. All items marked as "trash" are removed and boxes are broken down prior to placement in dumpster.

21.2 TASK: D-2

**CLEAN GLASS AND MIRRORS** 

FREQUENCY:

DAILY- MAIN ENTRANCE, LOBBY AREA - WEEKLY- ALL

OTHER AREAS

LOCATIONS:

ENTRANCES, LOBBIES, GENERAL OFFICES, EXECUTIVE

OFFICES, JUDGES CHAMBERS, COURTROOMS,

CORRIDORS, LOUNGES, RESTROOMS

#### STANDARDS:

1. Glass shall be free of smudges, smears, marks, dirt, fingerprints and be uniform in appearance without residue or haze.

21.3 TASK: D-3

CLEAN AND DISINFECT WATER FOUNTAINS

FREQUENCY:

DAILY

**LOCATIONS:** 

LOBBIES, CORRIDORS, LOUNGES

#### STANDARDS:

- All water spots, dirt, smudges, smears, film and haze is removed from water fountains.
- 2. Stubborn stains are removed and no damage is done to surface of water fountain.

21.4 TASK: D-4

CLEAN AND DISINFECT BASINS, TOILETS, URINALS AND

SANITARY NAPKIN DEPOSITORIES

FREQUENCY:

**DAILY** 

LOCATIONS:

RESTROOMS, JUDGES CHAMBERS, HOLDING CELLS

#### STANDARDS:

- 1. Basins, counter tops, and plumbing disinfected and free of stains, dirt, hair, smudges, smears, and water spots. Chrome fixtures, or pipes shined.
- Toilets and urinals disinfected and free of stains, dirt, hair, smudges, smears, water spots, encrustations and rust. Toilet seats free of stains, dirt, hair, smudges, smears, and water spots on both top and bottom surfaces.

 Sanitary Napkin Depositories emptied, disinfected and are free of dirt, hair, smudges, smears, water spots, encrustation, rust, and odor. Exterior of depositories are free of smears, film, and haze. Contents of depositories bagged in plastic bags, plastic bags tied and deposited in dumpster.

21.5 TASK: D-5

DUST MOP FOLLOWED BY WET MOP OF ALL CERAMIC

TILE QUARRY TILE BRICK, TERRAZZO AND RESILIENT

**TILE FLOORS** 

FREQUENCY:

DAILY- MAIN ENTRANCE LOBBY AREAS - WEEKLY- ALL

OTHER AREAS

LOCATIONS:

LOBBIES, TILED CORRIDORS, TILED LOUNGES,

STAIRWELLS, TILED ELEVATOR FLOORS, RESTROOMS

AND TILED RECEPTION AREAS

#### STANDARDS:

1. All dirt, melting compounds, dust, and trash remove from floors.

- 2. No dirty water or cleaning solution residue or mop marks shall be visible on floors
- 3. All corners and areas adjoining vertical walls or stairs shall be free of dirt, dust, trash, dirty water residue, cleaning solution residue and wax buildup.
- 4. All quarry tile floors will be maintained using a maintenance system design specifically of Quarry Tile, and shall be maintained in accordance with the manufacturer's instructions for the maintenance system. Such system must be approved, in advance, by the Multi-Service Center Manager.

21.6 TASK: D-6

REFILL PAPER TOWELS, TOILET TISSUE AND LIQUID

HAND SOAP

FREQUENCY:

**DAILY** 

LOCATIONS:

RESTROOMS, JUDGES CHAMBERS, EMPLOYEES LOUNGES

#### STANDARDS:

- 1. All paper towel dispensers are filled to ¾ capacity and paper towels are dispensed easily and correctly from the dispenser.
- 2. All toilet paper dispensers have at least ½ roll of toilet paper and rolls are properly installed.
- 3. All hand soap dispensers are filled to ¾ capacities with the proper ratio of on (1) part soap and two (2) parts water. Ensure that the soap dispenser has been accessed properly and the dispenser has been restored to proper operating condition.

21.7 TASK: W-1

SPOT CLEAN CARPET STAINS

FREQUENCY:

WEEKLY

LOCATIONS:

ALL CARPETED AREAS

STANDARDS:

Carpet is to be free of stains, spots or marks of any kind which can be removed by carpet cleaners.

21.8 TASK: W-2

VACUUM ALL FLOOR MATS

FREQUENCY:

WEEKLY

LOCATIONS:

LOBBIES, CORRIDORS, LOUNGES, STAIRWELLS

STANDARDS:

1. All dirt, dust and trash removed from floor mats.

2. Floor mats returned to their original positions.

21.9 TASK: W-3

HORIZONTAL SURFACES

FREQUENCY:

WEEKLY

LOCATIONS:

JUDGES CHAMBERS, GENERAL OFFICES, EXECUTIVE OFFICES, LOBBIES, CORRIDORS, LOUNGES, CONFERENCE

**ROOMS AND COURTROOMS** 

STANDARDS:

All window ledges, desks, file cabinets, storage cabinets, wooden furniture, Venetian blinds and all other horizontal surfaces are to be free of dust and trash.

21.10 TASK: W-4

**DUST VERTICAL SURFACES** 

FREQUENCY:

WEEKLY

LOCATIONS:

JUDGES CHAMBERS, GENERAL OFFICES, EXECUTIVE

OFFICES, LOBBIES, CORRIDORS, LOUNGES, CONFERENCE

ROOMS AND COURTROOMS

STANDARDS:

All dust removed from all vertical surfaces in the above areas.

21.11 TASK: W-5

BUFFING ALL TERRAZZO AND RESILIENT TILE

FREQUENCY:

WEEKLY

LOCATIONS:

LOBBIES, TILED CORRIDORS, TILED LOUNGES,

# STAIRWELLS, TILED ELEVATOR FLOORS, AND TILED RECEPTION AREAS

#### STANDARDS:

Floors are to have even high gloss sheen, free of any buffing or swirl marks and present a uniform appearance.

21.12 TASK: W-6

VACUUM ALL CARPETED AREAS

FREQUENCY: WEEKLY

(General office entrance lobbies, lounges (3) three times weekly)

LOCATIONS:

JUDGE'S CHAMBERS, GENERAL OFFICES, EXECUTIVE OFFICES, CARPETED CORRIDORS, CARPETED RECEPTION AREAS, CARPETED LOUNGES, CONFERENCE ROOMS AND

**COURTROOMS** 

21.13 TASK: W-7

SPOT CLEAN BUILDING SURFACES

FREQUENCY:

WEEKLY

**LOCATIONS:** 

LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, JUDGES CHAMBERS, CONFERENCE ROOMS, CORRIDORS,

LOUNGES, RESTROOMS

STANDARDS:

All vinyl, pained or ceramic tile walls and restroom partitioning shall be free of smudges, smears, marks, dirt, fingerprints or other soil. Surfaces will be free of detergent residue, streaks, film or haze.

21.14 TASK: W-8

SPOT CLEAN LOBBY AND COURTROOM FURNITURE

FREQUENCY:

WEEKLY

LOCATIONS:

GENERAL OFFICES AND EXECUTIVE OFFICES

STANDARDS:

All dirt, dust, smudges, smears and fingerprints are removed from furniture. Furniture exhibits a clear shine free of residue or haze.

21.15 TASK: M-1

1.

WAXING ALL RESILIENT TILE FLOORS

FREQUENCY:

MONTHLY

LOCATIONS:

ALL RESILIENT TILE FLOORS IN LOBBIES, ELEVATORS,

CORRIDORS, LOUNGES, RECEPTION AREAS AND

**STAIRWELLS** 

**STANDARDS:** 

1. Resilient tile evenly waxed and buffed to a high gloss.

2. Floor has no buffing marks or swirls and presents a uniform appearance.

3. No wax residue or buildup in corners or areas of floor adjoining vertical walls or stairs.

21.16 TASK: SA-1

REFINISH ALL RESILIENT TILE FLOORS

FREQUENCY:

TWICE A YEAR

LOCATIONS:

RESILIENT FLOOR AREAS IN LOBBIES, CORRIDORS, LOUNGES, RECEPTION AREAS, ELEVATORS, AND STAIRWELLS.

#### STANDARDS:

1. All old wax removed from resilient tile floors.

2. All wax stripping solution removed from floor and surrounding wall areas.

3. New wax applied evenly and buffed to high gloss.

4. No traces of dirt or marks on tile surfaces.

#### 21.17 ADD ALTERNATE #1

TASKS: A-1

CLEAN AND SHAMPOO CARPETING

FREQUENCY:

TWICE A YEAR

LOCATIONS:

ALL CARPETED AREAS OF THE BUILDING

#### STANDARDS:

1. Carpet is to be free of all dirt, stains, shampoo residue or other soil which can be removed through proper cleaning.

2. Carpet presents a uniform appearance.

3. Furniture is restored to its original position.

## 21.18 ADD ALTERNATE #2

TASKS A-2

CLEAN ALL EXTERIOR & INTERIOR WINDOWS AND

**GLASS** 

FREQUENCY:

TWICE A YEAR

LOCATIONS:

THROUGHOUT THE EXTERIOR & INTERIOR OF THE

BUILDING.

#### STANDARDS:

- 1. Windows are to be free of dirt and streaks both inside and outside
- 2. All glass shall present a uniform appearance.

#### 21.19 ADD ALTERNATE #3

TASK: A-3

**CLEAN ALL LIGHTING FIXTURES** 

FREQUENCY:

**ANNUALLY** 

#### STANDARDS:

- 1. Interior reflectors free of dirt, dust and streaks.
- 2. Exterior diffusers or globes free of dirt, dust and streaks.
- 3. Fluorescent tubes cleaned and free of dirt, dust and steaks.
- 4. All lighting fixtures are to be reassembled to their proper operation conditions.

#### 21.20 ADD ALTERNATE #4

TASK: A-4

**CLEAN VENETIAN BLINDS** 

FREQUENCY:

ANNUALLY

LOCATIONS:

THROUGHOUT THE BUILDING

#### STANDARDS:

- 1. Venetian blind slats are free of dirt, dust and streaks.
- 2. Blinds shall be hung correctly and returned to original positions.

## 22. REDUCTIONS

- A. Reductions for "No Shows" will be based on the normal number of contractor's personnel assigned to the building multiplied by the hours normally worked determined from the Manning Table provided by the contractor.
- B. Reductions for below standard work will be made if the task was not done and State workers have to be assigned immediately to perform the task.
- C. Reductions for non-performance will be made if the task was not done and State workers have to be assigned immediately to perform the task.

D. Reductions for b and c above, will be based on the hourly wage rate of the State employee assigned to perform the task times the hour(s) required for State workers to perform the task.

## 23. <u>DISPUTES ARISING FROM REDUCTIONS:</u>

- 23.1 Should the Contractor dispute the validity of a reduction determination made by the Building Manager, he/she may appeal the reduction to the Assistant Superintendent within seven (7) calendar days of the receipt of the determination.
- 23.2 The Assistant Superintendent will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.
- 23.3 Should the Contractor disagree with the decision of the Assistant Superintendent, the Contractor may appeal the decision to the Superintendent, Ellicott City District Court/Multi- Service Center, 3451 Courthouse Drive, Ellicott City, Maryland, 21043 within seven (7) calendar days of receiving the written determination of the Assistant Superintendent.
- 23.4 The Assistant Secretary for Facilities Operations and Maintenance shall review all documentation, evidence and arguments of the Contractor and the Building Manager and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

## 24. PAYMENT TO THE CONTRACTOR:

24.1 At the end of each month, the Contractor shall render to the Superintendent his invoice, in triplicate, for the services provided over the preceding month. The invoice shall not exceed 1/12 of the annual base amount of the contract, plus any alternates that were performed during the preceding month. The invoice will detail any known reductions as outlined in these Specifications. The Contractor's Federal Tax Identification number or Social Security number must appear on the front of the invoice. All invoices shall be addressed as follows:

Department of General Services George M. Taylor District Court/Multi-Service Center 7500 Ritchie Highway Room 310 Baltimore, Maryland 21261

24.2 The Building Manager or his designee will review the invoices and any necessary reductions which must be made in accordance with the conditions of the contract. Should the Contractor=s invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those deductions.

## 25. MANNING TABLES:

The Contractor shall supply to the State, within thirty (30) days after the award of the contract, the following information:

- 25.1 Total weekly man hours for the provision of daily and weekly tasks (Tasks 21.1 21.14).
- 25.2 Total man hours for the provision of monthly task (Task 21.15-21.16).
- 25.3 Total annual man hours for the provision of twice a year tasks. (Tasks 21.17-21.19)
- 25.4 Total once a year man-hours for the provision of once a year tasks. (21.19-21.20)

## **26.** CONTRACTOR'S EMPLOYEES:

- 26.1 The Contractor shall require all employees to wear distinctive work clothing for ready identification and assure that every employee is in the proper attire on the date an employee first enters on duty. A below waist work smock is acceptable. Any color or color combination as approved by the Building Manager may be used, however, the distinctive clothing shall be the same for all Contractor employees. Employees will be required to dress neatly commensurate with the tasks being performed.
- 26.2 All Contractor's employees must wear approved identification badges when in or on State property. The Building Service Supervisor shall periodically verify passes with employees.
- 26.3 Contractor's employees must <u>SIGN-IN</u> and <u>SIGN-OUT</u> of each State building with the Security person on duty each and every time they enter or leave a building.
- 26.4 Personnel employed by the contractor shall be capable employees qualified in this type of work. The Contractor shall initially staff the building with trained and experienced cleaning personnel who will exhibit capability to operate with a minimum of supervision. A fully qualified force shall be maintained throughout the period of this contract. All personnel shall receive close and continuous first line supervision.
- 26.5 Contractor's supervisors shall be fully and adequately trained and have a minimum of two (2) years experience in cleaning supervision sufficient in scope to meet the approval of the Superintendent.

- 26.6 Contractor shall employ at all times the quantity and quality of supervision necessary for both effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of the various cleaning tasks, equipment, and materials so as to be able to both properly train and direct the cleaners in their individual tasks and to maintain and control an effective inspection and follow-up program.
- 26.7 The Contractor shall not hire State employees for work in the State buildings.

## 27. SCHEDULING OF WORK:

To facilitate contract administration and inspection by the Building Manager or Maintenance Supervisor, the coordinator shall:

- 27.1 Five (5) days prior to the contract starting date submit in writing to the Building Manager the name of the on-site supervisor authorized to act for the Contractor in every detail for the janitorial cleaning services.
- 27.2 Prior to the commencement of the Contract, the Superintendent and/or Building Manager will confer with the Contractor and review the total specification requirements, total workload, and the cleaning methods proposed by the Contractor.
- 27.3 Prior to the commencement of the contract, the Contractor shall submit Security Clearance background check forms for the employees the Contractor intends on assigning to the contract, if the Building Supervisor or his/her designee has requested to do so.

## 28. CLEANING IN SECURED AREAS:

Access to areas to be cleaned will be controlled by DGS Police or State Police personnel at all times.

## 29. WORK BY CONTRACTOR:

Contractor shall perform all of the Base Bid with his own forces. Sub-contracts permitted only for Add Alternate Tasks, if they are included in the contract.

## **30. STATE REPRESENTATIVE:**

The Building Manager will enforce the standards of this Contract. The Building Manager does not have the authority to change or alter any of the terms and conditions of the Contract.

## 31. HOURLY WAGES:

The current minimum wage required by law shall be paid to employees used under the contract. The Contractor shall be responsible for any increase in the Federal Minimum Wage over the term of the contract.

## 32. **DEFERRED MAINTENANCE:**

The Building Manager, or any authorized superior above the supervisor's position, may defer any task, alternate task or requirement of the contract if this person, or persons, deem it in the best interest of the State to do so. This act may be initiated by verbal notice to the Contractor, followed by a written order, and may be implemented at any time during the term of this contract.

## 33. INSPECTIONS AND APPROVAL OF WORK:

The State will demand strict conformance to the standards, and on the frequency specified. The Building Manager will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.

## 34. CHANGES TO THE SCOPE OF WORK:

- 34.1 The Procurement Officer/Representative may, at any time change the scope of work of the contract by written contract modification. On the designated effective date, the Contractor shall make the required changes in his/her operation.
- 34.2 Upon receiving notice of the change, the Contractors monthly invoice will be adjusted to reflect any value of the change in service under this contract.

## 35. QUALIFICATIONS OF BIDDERS:

Prior to submitting a bid for work covered by the specifications for solicitation, the bidder must have no less than three (3) complete and consecutive years of experience in providing the comparable type, size, length of service and complexity of services described in this solicitation for each reference.

You must submit with the online bid response, at least three (3) and no more than five (5) references of companies or organizations for which the bidder provided services of the type, size, length of service and complexity comparable to those specified in the solicitation. The references must have been for services provided within the past five (5) consecutive years. Each reference shall include the following:

- A. Name of contact person, email address and working telephone number;
- B. Name of facility and address of reference;
- C. Term of contract/service;
- D. Size (square footage) and type of facility;

- E. Type of services provided;
- F. Number of workers and positions of service:
- G. Letters of testament, experience of officials (optional).

You must submit with the online bid response, a resume of the on-site supervisor. This resume must reflect at least two (2) years experience, particularly in a clinical, residential facility, with cleaning supervision for services of the type and size of the Specifications. With each reference on the resume, list details of type and size (square footage) of the buildings serviced, and a current working telephone number and email address for contact.

In order to be considered, the Bidder must be experienced in the provision of janitorial services. The Bidder must demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in these specifications.

#### Note #1:

Failure to provide the above information may result in your bid being determined not-responsible.

#### Note #2:

The Bidder must submit the required References, attached electronically with your bid.

## 36. **HOURLY BILLING RATE:**

The Contractor shall submit the hourly billing rates with the bid for janitorial staff and the On-site Supervisor and, shall be for non-overtime work regardless of the day of the week or hour of the day the work is performed. This rate may be used when required by the State to work special hours providing additional services under this contract. The hourly billing rate will be used to calculate additions and reductions to the scope of work defined in these specifications. Any changes to the scope of work shall be approved by change order issued by the Procurement Representative/Officer. The hourly rates will not be included in the basis for award.

36.1 Contractor shall submit a bid confirmation and breakdown of your bid, to include: On-site Supervisor hourly billing rate, Janitor(s) billing rate, expenses, materials, supplies equipment, taxes, overhead, profit, etc.

## 37. TO BE SUBMITTED WITH THE BID:

The following documents are required to be submitted online with the bid response, for the bid opening currently scheduled for November 7, 2014 @ 2:00 p.m.:

- a. \*Required completed MBE form Attachment D-1A (online attachment);
- b. References
- c. \*Required completed Bid Proposal Affidavit (online attachment);

- d. A bid confirmation and a breakdown of your bid, to include: On-site Supervisor hourly billing rate, Janitor hourly billing rate, expenses, materials and supplies, taxes overhead, profit, etc...
- e. Completed Living Wage Affidavit (online attachment)
- f. Completed Small Business Reserve Affidavit (online attachment)
- \* If the Bidder/Offerer fails to submit the required MBE documents with the bid, the Procurement Officer shall deem the bid non-responsive or shall determine that the Bidder/Offerer is not reasonably susceptible of being selected for award.

## 38. <u>SMALL BUSINESS RESERVE:</u>

This is a **Small Business Reserve (SBR) Procurement** for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

## 39. MARYLAND MINORITY BUSINESS:

The Maryland State Department of General Services adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise vendors shall be represented, in subcontract with a 5% MBE participation goal in the total bid price of this solicitation.

**39.1** "Liquidated Damages. This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$153 per day until the monthly report is submitted as required.
  - Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$76 per week per MBE subcontractor.
  - Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the s cope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
  - Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law."

All other terms, conditions and specifications remain unchanged.

## 40. MBE FORMS (Attachment D-1A):

- 40.1 You must submit the required MBE Forms (Attachment)A), electronically with your bid or prior to the bid opening.
- 40.2 In accordance with COMAR 21.11.03.09 (5); Failure to complete and submit the MBE Forms completely and accurately shall deem your bid NON-RESPONSIVE.
- 40.3 MBE Form (Attachment D-1A) can be mailed or hand carried in a sealed envelope (clearly identified) to the attention of the DGS Procurement Officer, Tonia Wells, 301 W. Preston St., Rm. M-3, Baltimore, MD 21201 prior to the bid opening. MBE Forms CANNOT be faxed.
- 40.4 If the MBE Form (Attachment D-1A) is not submitted electronically with your bid, hand carried or mailed to the attention of the DGS Procurement Officer in a sealed envelope prior to the bid opening, your bid shall be deem non-responsive and shall determine that the bid is not reasonably susceptible of being selected for award.
  - MBE FORMS TO BE SUBMITTED UPON REQUEST (Attachments D-1B, D-1C, D-2, D-3A and D-3B):
- 40.5 These MBE forms (Attachment D-1B, D-1C, D-2, D-3A, and D3B) must be

submitted within ten (10) working business days of notification of intent to award. These documents will be requested by the DGS Procurement Officer. The bidder is encouraged to attach these forms online with their bid

#### 41. LIVING WAGE REQUIREMENTS:

#### NOTE:

The Contractor will be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the Department of General Services or the State of Maryland once the contract has commenced. Contractor's employees accepted by DGS on this contract must be paid in accordance to Section C - #41, Living Wage Requirement.

A solicitation for services under a State contact valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.39 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$10.06 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or 2 Area of the

State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the service are not located in the State, the head of the unit responsible for a State contract pursuant to 18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

\*\*\*See the LIVING WAGE attachments to this solicitation\*\*\*

\*\*\*Read all attachments thoroughly and retain for future reference\*\*\*

## 42. HIRING AGREEMENT:

By submitting a bid or proposal in response to this solicitation, the bidder/offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the procurement officer within ten days following receipt of Notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified entry level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

## 43. CONTRACTOR'S INSURANCE:

The Contractor must furnish and keep in effect during the term of this contract the following: General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.

Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.

The Procurement Officer shall request insurance and the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

Motor Vehicle Liability Insurance with a minimum combined limit for personal injury and property damage liability of: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

On the Certificate of Liability, the "**Description of Operations**" box shall read as follows:

"JANITORIAL SERVICES AT DEPARTMENT OF GENERAL SERVICES GEORGE M. TAYLOR DISTRICT COURT. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED".

The "Certificate Holder" box shall read as follows:

Department of General Services Room M-3 301 W. Preston Street Baltimore, MD 21201

#### Note:

Certificate of Liability Insurance and Workmen's Compensation Insurance must be submitted by fax to the Procurement Officer within five (5) days of the request.

#### Fidelity Bond –

Contractor's employees shall be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of the contract. Said bond or bonds shall have a limit of \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later that time of award.

#### Responsibility for Damage:

- 1. The Contractor shall repair and restore to its original condition any materials or surfaces damaged by his/her operations.
- 2. All materials, supplies, and equipment used by the Contractor shall be suitable and not harmful to the surfaces on which they are applied.
- 3. No material shall be placed on the floors which cannot be readily stripped off.

- 4. The Contractor shall be entirely responsible for any loss or damage to his own materials, supplies and equipment, and to the personal property of his employees while they are in the building.
- 5. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the Department or the Department's employees, when such loss or damage may be attributable to the actions or negligence of the Contractor or Contractor's employees.

## **BASE BID:**

The Base Bid shall be the total three (3) year cost to provide all base bid services as described in these specifications - **Tasks 21.1 through 21.16** in the Detailed Specifications. This price includes all daily, weekly, monthly, and twice a year tasks, to the standards set forth, including all supplies, equipment, wages, overhead and profit for the entire term of the contract.

#### 45. ADD ALTERNATES:

All Add Alternates prices must include all semi-annually and annually tasks to the standards set forth including all supplies, equipment, wages, overhead, and profit for the entire term of the contract. **Each alternate is to be priced individually.** 

Add Alternate #1 is a total three (3) year price for Task 21.17, Clean and Shampoo Carpet twice a year to include supplies, equipment, wages, overhead and profit at the frequency specified for the entire term of the contract.

Add Alternate # 2 is a total three (3) year price for Task 21.18, Clean All Exterior and Interior Windows and Glass Walls twice a year to the standards set forth and includes all supplies, equipment, wages, overhead and profit at the frequency specified for the entire term of the contract.

Add Alternate # 3 is a total three (3) year price for Task 21.19, Clean All Lighting Fixtures once a year to the standards set forth and includes all supplies, equipment, wages, overhead and profit at the frequency specified for the entire term of the contract.

Add Alternate # 4 is a total three (3) year price for Task 21.20, Clean Venetian Blinds once a year to the standards set forth and includes all supplies, equipment, wages, overhead and profit at the frequency specified for the entire term of the contract.

NOTE: If the Bidder fails to bid on all lines in eMaryland Marketplace(Base Bid plus Alternates 1-4), the Procurement Officer shall deem the bid as non-responsive.

## 46. BASIS FOR AWARD:

This Contract will be awarded to the responsible and responsive bidder that submits the lowest Base Bid plus Add Alternates for a period of three years beginning February 1, 2015 through January 31, 2018. Add Alternates will be based on fund availability. The cost of any Add Alternates specified is not to be included in the Base Bid.

If the State decides to exercise renewal options the award will be made at the same Terms, Conditions, Required Contract Provisions, and Cost as was awarded in years 1-3 of the contract